

AGENDA

CANFIELD CITY COUNCIL

June 1, 2022-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

- A. An **Ordinance** Amending Ordinance 1973-44 Rezoning Lot 1185 at 580 W. Main Street from "M" Manufacturing to "B-2" General Commercial.

Description:

As part of the Comprehensive Plan, our planning consultants examined the current zoning map of the City of Canfield. Based on the feedback received from the steering committee along with insights from the consultants, a future land use map (FLUM) was established.

The intent of the Comprehensive Plan along with the FLUM is to create a visual representation of desired land use patterns to guide decision-making on growth and change. This provides the City of Canfield with a roadmap for sustainable development and enhances the quality of life in the City to the benefit of and for the health and safety of the City and its' residents.

Staff has identified the subject property to potentially be rezoned in order to align with the adopted Canfield Comprehensive Plan. The Planning & Zoning Commission discussed this item at their April 14th and their May 12th meetings and have recommended approval of the rezone for this property.

This ordinance amends ordinance 1973-44 by rezoning Lot 1185 at 580 W. Main Street from "M" Manufacturing to "B-2" General Commercial.

Action Needed:

Approval of Ordinance amending Ordinance 1973-44 Rezoning Lot 1185 at 580 W. Main Street from "M" Manufacturing to "B-2" General Commercial.

Attachment(s):

Ordinance amending Ordinance 1973-44 Rezoning Lot 1185 at 580 W. Main Street from “M” Manufacturing to “B-2” General Commercial

Future Land Use Map (FLUM)

Planning & Zoning Recommendation Letter (April 14, 2022 and May 12, 2022)

Public Comments

- B. An **Ordinance** Amending Ordinance 1973-44 Rezoning Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial.

Description:

As part of the Comprehensive Plan, our planning consultants examined the current zoning map of the City of Canfield. Based on the feedback received from the steering committee along with insights from the consultants, a future land use map (FLUM) was established.

The intent of the Comprehensive Plan along with the FLUM is to create a visual representation of desired land use patterns to guide decision-making on growth and change. This provides the City of Canfield with a roadmap for sustainable development and enhances the quality of life in the City to the benefit of and for the health and safety of the City and its’ residents.

Staff has identified the subject property to potentially be rezoned in order to align with the adopted Canfield Comprehensive Plan. The Planning & Zoning Commission discussed this item at their April 14th and May 12th meetings and have recommended approval of the rezone for this property.

This ordinance amends ordinance 1973-44 by rezoning Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial.

Action Needed:

Approval of Ordinance amending Ordinance 1973-44 Rezoning Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial.

Attachment(s):

Ordinance amending Ordinance 1973-44 Rezoning Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial

Future Land Use Map (FLUM)

Planning & Zoning Recommendation Letter (April 14, 2022 and May 12, 2022)

Public Comments

- C. An **Ordinance** Amending Ordinance 1973-44 Rezoning the Preserve Plat 2 Lots 2499 to 2528 and Preserve Blvd. Lots 2598 to 2603 from R-5 (3 to 4 Family Residential) to R-3 (Single Family Residential)

Description:

As part of the Comprehensive Plan, our planning consultants examined the current zoning map of the City of Canfield. Based on the feedback received from the steering committee along with insights from the consultants, a future land use map (FLUM) was established.

The intent of the Comprehensive Plan along with the FLUM is to create a visual representation of desired land use patterns to guide decision-making on growth and change. This provides the City of Canfield with a roadmap for sustainable development and enhances the quality of life in the City to the benefit of and for the health and safety of the City and its’ residents.

Staff has identified the subject property to potentially be rezoned in order to align with the adopted Canfield Comprehensive Plan. The Planning & Zoning Commission discussed this

item at their April 14th and May 12th meetings and have recommended approval of the rezone for this property.

This ordinance amends ordinance 1973-44 by rezoning Preserve Plat 2, Lots 2499 to 2528 and Preserve Blvd Lots 2598 to 2603 from “R-5” (3 to 4 Family Residential) to “R-3” (Single Family).

Action Needed:

Approval of Ordinance amending Ordinance 1973-44 rezoning Preserve Plat 2, Lots 2499 to 2528 and Preserve Blvd Lots 2598 to 2603 from “R-5” (3 to 4 Family Residential) to “R-3” (Single Family).

Attachment(s):

Ordinance amending Ordinance 1973-44 Rezoning Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial

Future Land Use Map (FLUM)

Planning & Zoning Recommendation Letter (April 14, 2022 and May 12, 2022)

Public Comments

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

- A. An **Ordinance** Authorizing Entering into An Agreement Between the City of Canfield and IGS Energy for an (Opt-Out) Natural Gas Aggregation Program.

Description:

The City of Canfield’s previous natural gas aggregation program supplier filed for bankruptcy in April 2022. This forced all aggregate customers into the retail market for natural gas supplier services. The City’s energy broker (Buckeye Energy) has been diligently working to secure a new contract for aggregation services for the City of Canfield’s natural gas aggregation program.

Our broker is recommending entering into a three (3) year master agreement with IGS Energy to provide natural gas services for the City of Canfield’s aggregate program beginning on October 1, 2022 and ending on September 30, 2025.

Currently with the volatility of the energy market, the prices for natural gas are fluctuating throughout the trading day. Because of this, it has been very difficult to solicit fixed pricing from suppliers. Due to the instability, our energy broker has recommended entering into an agreement that consists of an initial six (6) month variable term, with a right to fix the New York Stock Mercantile Exchange (NYMEX) price to begin with the April 2023 Billing.

The pricing set forth in the agreement will be directed by the City of Canfield and based on the advice of our energy broker. The variable rate component will be based on the NYMEX rate plus a retail add on rate. The City will have a right to determine the fixed price based on when we direct IGS energy to fix any NYMEX futures price for the remaining term of the contract set to begin in April 2023.

Action Needed:

Approval of Ordinance authorizing entering into an agreement between the City of Canfield and IGS Energy for an (Opt-Out) Natural Gas Aggregation Program.

Attachment(s):

Ordinance authorizing entering into an agreement between the City of Canfield and IGS Energy for an (Opt-Out) Natural Gas Aggregation Program.

IGS Master Agreement for Natural Gas Service for Government Aggregation (DRAFT)

Public Comments

- B. A **Resolution** Authorizing the City Manager to Execute Contracts and Act as Chief Executive Officer for the Ohio Environmental Protection Agency H2Ohio Grant Program.

Description:

For the fiscal year 2022 Ohio Governor Mike DeWine began an initiative known as H2Ohio that will allocate \$1.4 million in grant funds to public water systems (PWC) across the state. The H2Ohio grants are to identify and inventory lead service lines in order to prioritize replace of these lines into the PWS's asset management system. The City of Canfield applied for and received a \$50,000 grant for this program. This amount is the maximum individual distribution available to public water systems. This grant funding will assist the City of Canfield to properly identify, and inventory lead service lines in the City of Canfield over the next three years.

This resolution authorizes the City Manager to execute the appropriate contracts and act as the Chief Executive Officer for the Ohio EPA H2Ohio Grant Program.

Action Needed:

Approval of resolution authorizing the City Manager to execute contracts and act as Chief Executive Officer for the Ohio EPA H2Ohio Grant Program.

Attachment(s):

Resolution authorizing the City Manager to execute contracts and act as Chief Executive Officer for the Ohio EPA H2Ohio Grant Program.

Public Comments.

- C. A **Motion** Authorizing the City Manager of the City of Canfield to Enter Into A Memorandum of Understanding (MOU) with Universal Development Enterprises, Inc.

Description:

City staff was approached by Mr. Anderson with Universal Development about the possibility of providing City water and sewer services to a proposed development off of North Palmyra Road located in Canfield Township.

Sections 921.07 (Sewer) and Section 925.02(b) (Water) designate how the City of Canfield provides services to extra-territorial water and sewer users pursuant to a written agreement with the City of Canfield.

This motion authorizes the City Manager to enter into a memorandum of understanding (MOU) with Universal Development for water and sewer services as an extra-territorial water and sewer user.

Action Needed:

Approval of motion authorizing the City Manager to enter into a memorandum of understanding (MOU) with Universal Development for water and sewer services as an extra-territorial water and sewer user.

Attachment(s):

Motion authorizing the City Manager to enter into a memorandum of understanding (MOU) with Universal Development.

MOU with Universal Development

Public Comments

- D. A **Motion** to Authorize the City Manager to Apply for F-1 and F-2 Permits as applicable from the Ohio Department of Commerce/Division of Liquor Control for Family Fun Night on August 18, 2022 and Fall Fest on September 24, 2022.

Description:

Ohio revised Code section 4303.20 dictates how F-type (beer, wine, liquor) permits are treated in the state of Ohio. F-Permits are temporary are utilized for special functions and can be issued to the City of Canfield.

The Ohio Department Commerce/Division of Liquor Control issues temporary Type “F” Permits to certain non-profits, including cities to allow for this type of activity. The City of Canfield has previously hosted events in which an F-1 Permit was obtained.

This motion authorized the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming August 18, 2022 Family Fun Night, and the Fall Fest on September 24, 2022.

Action Needed:

Approval of motion authorizing the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming August 18,2022 Family Fun Night, and the Fall Fest on September 24, 2022.

Attachment(s):

Motion authorizing the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming August 18,2022 Family Fun Night, and the Fall Fest on September 24, 2022.

Public Comments

- 12. Council Comments.
- 13. Adjournment

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 1973-44
REZONING LOT 1185 AT 580 W. MAIN STREET FROM “M”
MANUFACTURING TO “B-2” GENERAL COMMERCIAL

WHEREAS, the Council of the City of Canfield, Ohio desires to rezone Lot
1185 at 580 W. Main Street from “M” Manufacturing to “B-2” General Commercial; and

WHEREAS, the Planning & Zoning Commission has recommended this zone
change to Council; and.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF CANFIELD, OHIO:

Section 1: Situated in the City of Canfield, County of Mahoning and State of
Ohio Lot 1185 at 580 W. Main Street from “M” Manufacturing to “B-2” General
Commercial.

Section 2: That this Ordinance and all deliberations relating to the passage of
this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of
the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby
certify that the foregoing Ordinance was posted in a prominent place at the Municipal
Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1418

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: MAY 12, 2022

TO: MEMBERS OF COUNCIL

**FROM: MIKE COOK, SECRETARY
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO REZONE LOT 1185 AT 580
W MAIN ST. AND LOT 2986 AT 374 NEWTON ST. FROM M
(MANUFACTURING) TO B-2 (GENERAL COMMERCIAL)**

At the regular meeting of the Planning and Zoning Commission on May 12, 2022, the following motion was made:

Mr. Kristan made a motion to recommend Council Rezone Lot 1185 at 580 W Main St. and lot 2986 at 374 Newton St. from M (Manufacturing) to B-2 General Commercial.

The motion was seconded by Mr.Neff.

This motion passed 4 - 0

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 1973-44
REZONING LOT 2986 AT 374 NEWTON STREET FROM “M”
MANUFACTURING TO “B-2” GENERAL COMMERCIAL

WHEREAS, the Council of the City of Canfield, Ohio desires to rezone Lot
2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial; and

WHEREAS, the Planning & Zoning Commission has recommended this zone
change to Council; and.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF CANFIELD, OHIO:

Section 1: Situated in the City of Canfield, County of Mahoning and State of
Ohio Lot 2986 at 374 Newton Street from “M” Manufacturing to “B-2” General Commercial.

Section 2: That this Ordinance and all deliberations relating to the passage of
this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of
the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby
certify that the foregoing Ordinance was posted in a prominent place at the Municipal
Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 1973-44
REZONING THE PRESERVE PLAT 2 LOTS 2499 TO 2528 AND
PRESERVE BLVD. LOTS 2598 TO 2603 FROM R-5 (3 TO 4
FAMILY RESIDENTIAL) TO R-3 (SINGLE FAMILY).

WHEREAS, the Council of the City of Canfield, Ohio desires to rezone
Preserve Plat 2 lots 2499 to 2528 and Preserve Blvd. Lots 2598 to 2603 from R-5 (3-4 Family
Residential) to R-3 (Single Family).; and

WHEREAS, the Planning & Zoning Commission has recommended these zone
changes to Council; and.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF CANFIELD, OHIO:

Section 1: Situated in the City of Canfield, County of Mahoning and State of
Ohio, Preserve Plat 2 lots 2499 to 2528 and Preserve Blvd. Lots 2598 to 2603 from R-5 (3-4
Family Residential) to R-3 (Single Family).

Section 2: That this Ordinance and all deliberations relating to the passage of
this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of
the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby
certify that the foregoing Ordinance was posted in a prominent place at the Municipal
Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: MAY 12, 2022

TO: MEMBERS OF COUNCIL

**FROM: MIKE COOK, SECRETARY
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO REZONE THE PRESERVE
PLAT 2 LOTS 2499 TO 2528 AND PRESERVE BIVD. LOTS 2598 TO 2603
FROM R-5 (3-4 FAMILY RESIDENTIAL) TO R-3 (SINGLE FAMILY).**

At the regular meeting of the Planning and Zoning Commission on May 12, 2022, the following motion was made:

Mr. Neff made a motion to recommend Council Rezone The Preserve Plat 2 lots 2499 to 2528 and Prederve Blvd. lots 2598 to 2603 from R-5 (3-4 Family Residential) to R-3 (Single Family).

The motion was seconded by Mr. Palermo.

This motion passed 4 - 0

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING ENTERING INTO AN AGREEMENT
BETWEEN THE CITY OF CANFIELD AND IGS ENERGY FOR AN (OPT-OUT)
NATURAL GAS AGGREGATION PROGRAM.

WHEREAS, the City of Canfield continues to be interested in reducing its overall energy costs by opt-out aggregation and aggregating its government owned natural gas accounts; and

WHEREAS, pursuant to the Agreement, IGS Energy has been designated the natural gas supplier for the City of Canfield's Governmental Aggregation Program; and

WHEREAS, the Parties have negotiated a variable rate with the "right to determine the NYMEX price." The agreement will be a term of 36 months beginning October 1, 2022 - September 31, 2025; and

NOW, THEREFORE BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF CANFIELD:

Section 1: **Term**: The Parties agree that the term of the Agreement shall be for 36 months, beginning October 1, 2022 through September 30, 2025. The rate will be variable with the "right to determine the NYMEX price." Customers that join the aggregation program and then leave during the term of this service period will not be charged a termination fee.

Section 2: **Price**: IGS Energy will deliver natural gas at a variable rate of New York Mercantile Exchange (NYMEX) price for gas multiplied by the applicable Columbia Gas of Ohio BTU conversion rate for that month plus a retail add on rate until the city directs IGS Energy to fix any NYMEX futures contracts for the remaining term.

Section 3: **Affirmation of Terms and Conditions**: In all other respects, the Parties affirm the terms and conditions of the Agreement.

Section 4: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

The Parties acknowledge their Agreement to the terms herein by their signatures below.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

—.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MASTER AGREEMENT TO PROVIDE COMPETITIVE RETAIL NATURAL GAS SERVICE TO A GOVERNMENTAL AGGREGATOR

BY AND BETWEEN THE CITY OF CANFIELD AND INTERSTATE GAS SUPPLY, INC.

THIS AGREEMENT is made this ____ day of ____, 2022 by and between the City of Canfield, Ohio ("Aggregator") and Interstate Gas Supply, Inc. ("Supplier" or "IGS"), individually "Party" and collectively "Parties", both acting by and through properly authorized officials.

RECITALS

1. The Aggregator has enacted legislation to establish an "opt-out" natural gas aggregation program (the "Natural Gas Aggregation Program" or the "Program") pursuant to Ohio Revised Code (ORC) Section 4929.26, for the residents and certain businesses in the Buying Group, defined below, and for that purpose, to take greater control over natural gas supply purchasing decisions for the Aggregator and its qualifying residents and businesses, with the desire to take advantage of the collective purchasing power of the Aggregator for benefit of the Buying Group.
2. The required ballot question passed on November 3, 2009 by a sufficient margin, enacting the Program for the Aggregator and its qualifying residents, for an automatic aggregation program. Automatic aggregation, subject to the opt-out process as detailed in the Ohio Revised and Administrative Codes, will include members of the Buying Group who are currently supplied by Columbia Gas of Ohio ("Utility" or "LDC") In addition, it is the desire of the Aggregator for currently ineligible customers to enroll through an endorsement program from time to time as agreed to by Supplier in Supplier's sole discretion. The enacted legislation authorizes the Aggregator, or its designated representative, to direct the procurement of natural gas supply with a certified competitive retail natural gas supplier through the Program.
3. The Aggregator is certified with the Public Utilities Commission of Ohio ("PUCO") as a Governmental Aggregator. The Aggregator has also retained the consulting services of a PUCO certified natural gas broker and aggregator to assist in managing this Program (the "Consultant" as referenced in Section 11.7(B), which may be amended from time to time upon receipt of written notice by IGS).
4. Subsequent to community approval of the Program, Aggregator sought proposals for the supply of retail natural gas service to the members of its Governmental Aggregation Program.
5. IGS has been certified by the PUCO as a Competitive Retail Natural Gas Services ("CRNGS") supplier.
6. The Aggregator has determined that IGS best meets the needs of the Aggregator and its residents and has selected Interstate Gas Supply, Inc. as the exclusive supplier of natural gas to the Aggregator Program for an initial period beginning with the commencement of the Program through the October 2025 customer billing cycle, which includes an opportunity for IGS to continue beyond said period, as further detailed herein.
7. The Buying Group consists of approximately 2,800 residential and non-mercantile commercial

natural gas accounts. The "Buying Group" shall consist of all retail natural gas loads, except mercantile customers as defined in ORC Section 4929.01(L), that are located within the Aggregator and for which there is a choice of supplier of that service.

8. Supplier is familiar with government aggregations and has relayed to Aggregator that there are significant time constraints and limitations inherent with the opt-out process, and as such, from time to time it will be necessary to move quickly to secure the best prices for the Aggregator's Buying Group.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Governmental Aggregator

Aggregator is duly certified by the Public Utilities Commission of Ohio ("PUCO") to provide natural gas aggregation services to its residents and accordingly, has the authority to designate, and does designate, Supplier, as its natural gas supplier and agent for procurement of natural gas supplies for Aggregator's Buying Group. The Aggregator shall maintain its certification at all times through the term of this Agreement and any extension(s). IGS shall be the sole and exclusive provider of retail natural gas supply services for all the customers of the Buying Group who do not opt-out of the Program.

Aggregator does not assume the credit risk for any non-payment on behalf of any Buying Group member in its Aggregation Program.

1.2 Supplier

Supplier is duly certified by the PUCO, and as such is authorized to provide competitive retail natural gas supply services to serve the Aggregator's residential and non-mercantile commercial customers who do not opt out of its Program.

Supplier shall be acting as an independent contractor to the Aggregator, and shall not be deemed an employee or representative of the Aggregator.

1.3 Consumer

The end users of Supplier's natural gas supply services are the eligible residential and non-mercantile commercial customers in Aggregator's political boundaries that do not opt-out of the program ("Consumer" or "Customer"). On behalf of Consumer, Aggregator reserves the right to approve Supplier's Terms and Conditions for Supplier's agreement with the Consumer.

1.4 Utility

For purposes of this Agreement, Columbia Gas of Ohio ("LDC") shall be the natural gas distribution company and will provide local distribution services for all commodity supplied under this Agreement, and may be referred to as "LDC", "LDC" or "Utility".

SECTION 2 SCOPE OF WORK

Supplier will undertake, perform and complete the services described below as well as those identified throughout this Agreement.

2.1 Supplier is responsible for the costs of obtaining the eligible customer list from the LDC and/or from any other resource they deem useful in creation of an accurate eligible customer list. Aggregator will share their resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from LDC. It is the joint responsibility of the Aggregator and Supplier to approve the list to be used in any opt-out or endorsement program for the Aggregator. Upon notification and request to Supplier by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, Supplier shall enroll any such Customer wishing to join the Program. If an ineligible Customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to Supplier, Supplier shall take immediate steps to return Customer to LDC for service. Supplier will also be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch, if notified by a Customer with a legitimate grievance.

2.2 Supplier shall perform and Aggregator will assist in the necessary list cleansing to ensure that only those customers who are eligible to participate are included on the list, to the best of their abilities. Supplier and Aggregator acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation as described in Ohio Administrative Code (OAC) Section 4901:1-29-13(C). To the extent the Utility fails to provide such a list, the Parties hereto shall hold each other harmless from any claim by the other resulting from such failure by the Utility.

2.3 Supplier shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Aggregator, a Terms and Conditions page outlining Consumer contract provisions, scripted by Supplier and approved by Aggregator, and may also include other information as agreed upon by Aggregator and Supplier. Supplier shall bear the costs associated with preparing, printing and mailing the opt-out notice packets.

2.4 Supplier shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. Supplier will also handle the information sharing/verification process with LDC for the transfer of accounts.

2.5 Supplier will utilize its customer call center resources to handle customer calls and concerns. Supplier maintains a toll-free telephone number that will be provided in all written correspondences with Customers, as well as the IGS website, that can be used by Customers to answer frequently asked questions. IGS understands that Aggregator is not equipped to handle large volumes of Customer calls and will be dependent on Supplier for this function. Aggregator will remain available to answer questions regarding customer inquiries as needed by IGS.

2.6 Once the timing is finalized between the Aggregator and IGS, IGS will conduct an initial opt-out and, thereafter, may also conduct subsequent opt-outs at various times, but no less often than once every two years, throughout the remaining term of this Agreement or any renewal thereof, as agreed upon by Supplier and Aggregator ("Interim Opt-outs"). The purpose of the Interim Opt-outs is to provide an opportunity for newly eligible opt-out Customers to take advantage of the Program. Such Interim Opt-outs will occur at times mutually agreed upon by Aggregator and Supplier. All opt-out notices will be conducted in the same manner as the initial opt-out, except for any price notifications

may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.7 Notwithstanding anything to the contrary herein, IGS agrees that, upon notification by former customer of the Buying Group and once provided with appropriate documentation, IGS shall re-enroll any Customer who is in the Program that moves to a new location within the Aggregator and within the LDC's service territory back into the Program, if eligible. Appropriate documentation shall include a signed agreement, telephone verification of enrollment or internet enrollment into the Program. The price, terms and conditions, once re-enrolled shall continue for the remainder of the Customer's initial term at the customer's prior address, although in no event shall the term exceed the term of this Agreement. Any new residential or non-mercantile commercial entrant into the Aggregator, within the LDC service territory that moves into any facility existing at the time of execution of this Agreement, shall be enrolled in the Program in IGS' sole discretion. Newly constructed facilities that are eligible will be permitted to enroll in the Program during Interim Opt-out notifications, and may, in IGS' sole discretion, be permitted to enroll in the Program from time to time.

2.8 If the LDC charges a switching fee for all Customers choosing a new supplier under the Choice program, IGS agrees to pay this fee.

2.9 Supplier's arrangements regarding natural gas supply shall comply with the LDC Natural Gas Choice Program in the state of Ohio. IGS will supply and manage deliveries to meet 100 percent of the Buying Group's natural gas requirements. Pricing shall not include LDC charges, fees and expenses or taxes.

2.10 In the event the Public Utility Commission of Ohio ("PUCO") requires information or documents regarding the Aggregation, Supplier agrees to assist in compiling such information, for all information in the possession or control of Supplier.

SECTION 3 TIME OF PERFORMANCE AND TERM OF AGREEMENT

3.1 Supplier shall begin the flow of natural gas to participating Consumers at a mutually agreed upon time, after proper opt-out notifications are provided by IGS to eligible Customers. This Agreement and IGS' obligations under the Program shall begin with the commencement of the Program shall terminate after the October 2025 customer billing cycle ("Initial Term"), unless extended by mutual written agreement of both Aggregator and Supplier.

3.2 In the event of termination of this Agreement, should the Program continue with another supplier, IGS shall cooperate with Aggregator and new supplier to ensure a seamless transition of the Program in a timely manner. This would include providing a list of Customers, who per IGS' records are participating in the Program at the time such Aggregator request is made.

3.3 Should this Agreement terminate and a new supplier is not chosen, IGS will take all actions reasonably necessary to return any opt-out Program Customers to the LDC upon expiration of the Program term, as elsewhere defined herein.

SECTION 4 SALE AND PURCHASE

4.1 Supplier shall deliver and sell natural gas supply to Customers at the price or pricing structure agreed to under Section 5 of this Agreement. Such supplies shall follow LDC and PUCO rules and

guidelines associated with Customer Choice natural gas supply. Customers shall purchase natural gas supply as indicated at the Price set forth in this Agreement. Supplier shall invoice Customers through LDC. All payments for natural gas delivered under this Agreement shall come from LDC. Aggregator takes no responsibility for payment hereunder for any amounts owed by LDC or Customers to Supplier.

4.2 Aggregator acknowledges that a Buying Group member's cost of natural gas pursuant to this Agreement may change from time to time and that certain Buying Group members may prefer pricing structures other than that described herein. Notwithstanding the provisions of Exhibit A, Supplier, in its sole discretion, may from time to time and independent of the Program, offer to Buying Group members products based on other pricing options, including but not limited to fixed price/fixed term offers.

SECTION 5 PRICE

5.1 Supplier's monthly charges shall appear on the LDC invoice and shall be for all natural gas supplied to Buying Group members. The price of natural gas supply pursuant to this Agreement is described in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 6 DELIVERIES

6.1 Natural gas supply deliveries by Supplier pursuant to this Agreement shall be made to the LDC Aggregator Gate ("Point of Delivery"). The sources of supply and transmission shall be within Supplier's sole discretion.

SECTION 7 BILLING AND PAYMENT

Supplier shall delegate the billing obligations to LDC.

SECTION 8 NON-PERFORMANCE/TERMINATION

8.1 Non-Performance

If Supplier fails to meet its obligations to deliver natural gas under this Agreement, and its failure is not excused by any provision under this Agreement, then Supplier shall reimburse Customer for the difference between Supplier's Price as defined in Section 5.1 of this Agreement and the price that customer pays the LDC for replacement natural gas supply as necessary to meet Customers' needs due to Supplier's failure to perform.

8.2 Termination

A party may terminate this Agreement prior to its natural expiration for a material breach of any of the terms contained herein, or in accordance with the following regulatory contingencies ("Regulatory Event"):

A. **Illegality.** If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** If any regulatory agency or court having jurisdiction over this Master Agreement or services rendered pursuant to this Agreement i) requires a material

change to the terms of the Master Agreement that materially, adversely affects a Party, or ii) adversely and materially impacts a Party's ability to perform or otherwise provide the services described herein.

Upon the occurrence of a Regulatory Event, the adversely affected Party shall notify the other Party that such an event has occurred. The Parties shall attempt to agree to an amendment to remedy the effects of the event. If no such agreement is reached then either party may terminate this Agreement by 30-day written notice and Supplier will take all actions necessary to return all Program Customers back to LDC and will send all Customers in Aggregator's program an end-of-service notification.

SECTION 9 FORCE MAJEURE

9.1 Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of primary Firm transportation and/or storage by Transporters where such interruption and/or curtailment directly affects gas deliveries under this Agreement; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, terrorist acts or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Supplier and Aggregator shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

9.2 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Supplier's ability to sell natural gas at a higher or more advantageous price than the Contract Price, Aggregator's ability to purchase natural gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement.

The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of natural gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 10 APPLICABLE LAW

10.1 This Agreement and all provisions herein will be interpreted under Ohio laws. Any and all litigation between Supplier and Aggregator related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

SECTION 11 MISCELLANEOUS

11.1 If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

11.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior agreements, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement and any effective transaction(s). This Agreement may be amended only in writing, executed by both Parties.

11.4 Aggregator and Supplier each represent and warrant that they have full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

11.5 Neither party may assign or transfer rights and obligations under this Agreement without the written consent of the other party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, Supplier may assign this Agreement in connection with the sale of all or substantially all of Supplier's assets. If this occurs, Supplier shall provide Aggregator with five (5) business day's notice.

11.6 Other than those communications described in Section 2.3 herein, all planned communications disseminated to the public by either Party, including but not necessarily limited to press releases, shall be subject to review and approval by the other Party prior to such dissemination.

11.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following Parties:

- A. AGGREGATOR: Wade Calhoun, City Manager
City of Canfield
104 Lisbon Street
Canfield, Ohio 44406
Ph: 330-533-1101
Email: wcalhoun@canfield.gov
- B. CONSULTANT: Buckeye Energy Brokers, Inc.
66 East Mill Street
Akron, Ohio 44308
Ph: 330-730-4338
Email: bellish@buckeyeenergybrokers.com

C. SUPPLIER:

Doug Austin
Interstate Gas Supply, Inc.
6100 Emerald Parkway
Columbus, Ohio 43016
Ph: 614-659-5000
Fax: 614-659-5125
Email: daustin@igsenergy.com

IN WITNESS WHEREOF, AGGREGATOR AND SUPPLIER have caused this Agreement to be executed as of the date first mentioned above.

Supplier: Interstate Gas Supply, Inc.

By: _____
Name/Title: Yoni Zofan, Vice President, Sales Optimization

Aggregator: City of Canfield

By: _____
Name/Title: _____

EXHIBIT A

Price:

Supplier's monthly charges shall be determined by the New York Mercantile Exchange (NYMEX) price for gas multiplied by the applicable Columbia Gas of Ohio BTU conversion rate for that month plus \$0.XXX per hundred cubic feet (Ccf). The Consultant, acting on behalf of the Municipality, has the right to determine the NYMEX price by directing IGS to purchase ("Trigger") actively trading NYMEX futures contracts for one or more consecutive months at any time with the exception of the prompt NYMEX trading month, which Municipality acknowledges will be Triggered before or at the NYMEX close on the 15th day of the then-current month (If the 15th day of the month falls on a holiday or a weekend, then it would be the next business day). "For example, unless Triggered otherwise, the price to appear on the Customer invoice from Columbia Gas of Ohio for April would be the closing NYMEX price of gas on March 15th multiplied by the applicable Columbia Gas of Ohio BTU conversion rate for April plus \$0.XXX per Ccf. Any and all Supplier charges for BTU conversion, shrinkage, etc., are included in the calculation of the NYMEX price. In order to Trigger actively trading Nymex future contracts, Consultant must contact IGS in writing (which can be via e-mail or fax) and direct IGS to execute a NYMEX futures purchase. Upon receiving such directive, IGS shall act upon such directive in what would be considered timely according to industry standards. All Parties acknowledge that the execution of a NYMEX futures purchase becomes a final purchase only upon IGS sending to Consultant an e-mail or fax confirmation of such Trigger directive having been completed. The e-mail or fax confirmation may be in a form of a spreadsheet, which includes all purchases (current and historical), as of the time of the confirmation.

Introduced by: _____
First Reading: _____

CITY OF CANFIELD
RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND ACT AS CHIEF EXECUTIVE OFFICER FOR THE OHIO ENVIRONMENTAL PROTECTION AGENCY H2OHIO GRANT PROGRAM.

WHEREAS, Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by the Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code. and

WHEREAS, the Director of Ohio EPA has determined that the City of Canfields Lead Service Line Inventory and Mapping Program conforms to the requirement of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed \$50,000 are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Canfield, Mahoning County, Ohio:

Section 1: That the City Manager is hereby authorized and directed to execute contracts and act as Chief Executive Officer for the Ohio Environmental Protection Agency for a Lead Service Line Inventory Mapping Program.

Section 2: That this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A. D, 2022

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Resolution was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

RE: Canfield City PWS
General Correspondence
Drinking Water
Mahoning County
PWSID: OH5000503

Canfield City PWS
Attn: Mr. Wade Calhoun
104 Lisbon St.
Canfield, OH 44406

Dear Mr. Calhoun:

The Division of Drinking and Ground Waters (DDAGW) is pleased to inform you that Canfield City PWS's application for the H2Ohio Lead Service Line Mapping and Inventory Grant Program has been reviewed and has been determined eligible for funding. Based on the submitted project description, Ohio EPA has determined up to \$50,000 can be reimbursed upon completion of the project. Attached is the grant agreement which must be reviewed, signed, and returned. Ohio EPA will then sign and return the grant agreement. Once Ohio EPA signs the agreement eligible activities under the agreement can begin.

Upon completion of all work, the grantee must submit the attached reimbursement form. In addition to the reimbursement form the grantee will be required to demonstrate to Ohio EPA's satisfaction that the H2Ohio grant was utilized for eligible program expenditures. This includes a final fiscal report which must include proof of the accounting and expenditures of the H2Ohio grant funds utilized under the agreement.

Once the reimbursement form is submitted, along with all applicable close out documents, Ohio EPA will review the documents. If the close out documents are acceptable, Ohio EPA will disburse the grant funds. If you have any questions, please contact me by phone at (614) 644-3625 or e-mail at sean.stephenson@epa.ohio.gov.

Sincerely,

Sean Stephenson
Environmental Specialist
Engineering and Infrastructure Section
Division of Drinking and Ground Waters

Attachments: Grant Agreement
Reimbursement Form

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the **Canfield City PWS**, its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Lead Service Line Inventory and Mapping Program**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Lead Service Line Inventory and Mapping Program** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$50,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$50,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the identification, mapping, and integration of service line information into the

Ohio Environmental Protection Agency

public water systems asset management program that the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
 - B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
 - C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
 - D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
 - E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee may submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant

Ohio Environmental Protection Agency

award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.

- B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
- D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$50,000.00**.
- E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.

III. Changes to Project or Method of Disbursement. Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. Grantee's Representations. **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.

V. Nondiscrimination. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

Ohio Environmental Protection Agency

- VI. State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- VII. Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- VIII.** The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IX.** The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- X.** Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XI.** This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XII.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- XIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- XIV. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

XV. Project Phase and Fiscal Reports.

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems' asset management program for future service line replacement planning.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XVI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems asset management program for future service line replacement planning.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

XVII. Grantor Right to Audit. Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

Ohio Environmental Protection Agency

- XVIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIX.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XX.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XXII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XXIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.

Ohio Environmental Protection Agency

- XXIV.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXVI.** **Indemnity.** **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
- XXVII.** **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXVIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIX.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXX.** **Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program.

Ohio Environmental Protection Agency

Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

XXXI. Notices. All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Sean Stephenson, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW_LSL_Map_Grant@epa.ohio.gov

XXXII. Grant Funds Not Expended: If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Canfield City PWS

Award: \$50,000

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: _____ **Date:** _____

Authorized Official:

Ohio Environmental Protection Agency

OHIO ENVIRONMENTAL PROTECTION AGENCY

BY: _____ DATE: _____
Laurie A. Stevenson
Director, Ohio EPA

Introduced by: _____

Motion No. _____

MOTION

A MOTION AUTHORIZING THE CITY MANAGER OF THE
CITY OF CANFIELD TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING (MOU) WITH
UNIVERSAL DEVELOPMENT ENTERPRISES, INC.

WHEREAS, the City Council desires to enter into an agreement with the Universal Development Enterprises, Inc. to tap into the City's water and sewer lines located on North Palmyra Road within City Limits; and

WHEREAS, the City of Canfield desires to enter into an agreement in the form and manner of the Memorandum of Understanding ("MOU") attached hereto.

WHEREAS, per section 921.07 "Sewer" and section 925.02 "Water" of the City of Canfield Codified Ordinances, municipality shall render services to extra-territorial users only pursuant to written agreement, approved by Council.

NOW, THEREFORE BE IT MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, STATE OF OHIO:

Section 1: That the Council of the City of Canfield authorizes the City Manager to enter into the attached MOU between the City of Canfield, and Universal Development Enterprises, Inc.

Section 2: This Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2022.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to wit: _____

APPROVED AS TO FORM:

CLERK OF COUNCIL

MUNICIP

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into on this _____ day of _____, 2022 by and between the **City of Canfield, Ohio** ("City") and **Universal Development Enterprises, Inc.** ("Universal"). In consideration of the promises and covenants contained herein, the parties agree as follows:

1. As part of a planned unit development ("PUD") Preliminary Plan approved by Canfield Township to be constructed on a certain 97.0732-acre parcel of land in Canfield Township, Ohio ("Property") as specified in the legal description in Attachment 1, attached hereto and incorporated herein by reference, Universal shall extend utility lines (water and sewer) ("Utilities") to the Property, approximately as depicted on Attachment 2, attached hereto and incorporated herein by reference, with final locations to be determined by mutual agreement.
2. Universal shall comply with the requirements of Canfield Township and Mahoning County applicable to the location, construction and placement of the Utilities.
3. Upon completion of the installation of the Utilities, Universal shall be permitted to tap in to the City's water and sewer line located at the approximate location(s) also depicted on Attachment 2, with final locations to be determined by mutual agreement.
4. Universal and its successors or assigns of the Property described in Attachment 1 shall be entitled to water and sewer service provided by the City of Canfield and/or Mahoning County subject to the payment of all tap in and other fees and extraterritorial water and utility rates as applicable and in amounts established by the City and/or Mahoning County from time to time, any rate changes being subject to all applicable laws and regulations, and the approval of the Public Utilities Commission of Ohio.
5. Nothing contained herein shall obligate or require Universal or its successors and assigns to annex the Property into the City in order to obtain or continue to obtain utility services as contemplated herein.
6. Nothing contained herein shall be deemed by the City to allow Universal, its successors or assigns, or any third party to obtain or tap-in to, City Utilities beyond the area depicted in Attachments 1 and 2.
7. This MOU represents the entire agreement by and between the parties hereto with respect to the matters described herein. No prior or oral agreements shall be binding on the parties. This MOU may be amended only pursuant to a written document executed by both parties. The terms of this MOU shall be binding upon the parties and successors and assigns.

CITY OF CANFIELD

By: _____
Wade Calhoun - City Manager

Approved as to Form:

Mark Fortunato- Municipal Attorney

**UNIVERSAL DEVELOPMENT
ENTERPRISES, INC.**

By: _____
Title

ADVANCED LAND MEASUREMENT, INC.

LEGAL DESCRIPTION
Lands of Neff Land Company
97.0732 Acre Consolidation Parcel

Being situated in the Township of Canfield, County of Mahoning, State of Ohio and being known as part of Great Lot 17 and 18 - Division 3 and part of Great Lot No. 5 - Division 4 of the original survey of said Township but being more fully bound and described as follows:

Beginning at a point on the centerline of Palmyra Road (66 feet wide), said point being the Northeast corner of the 50 foot wide strip of lands now or formerly of the Township of Canfield as recorded in Deed OR2115, page 252 in the Mahoning County record of deeds, said point also being S 60°23'35" E a distance of 1341.97 feet from a disk found in a monument box on the centerline intersection of said Palmyra Road and Turner Road (50 foot wide) and the true place of beginning for the parcel herein described.

Thence easterly along the said centerline of Palmyra Road the following two courses and distances:

1. S 60°23'35" E a distance of 683.00 feet to an angle point.
2. S 53°26'05" E a distance of 164.28 feet to a point, said point being on the North extension of the West line of the Dick Dean Hill Plat No. 2 as recorded in Plat Volume 51, page 119 of the Mahoning County record of plats.

Thence along said Dean Hill Plat No. 2 the following three courses and distances:

1. S 36°33'55" W and passing 0.20 feet West of a 1/2 inch iron pin found at a distance of 32.75 feet, a total distance of 140.65 feet to an iron pin set.
2. S 1°00'05" E a distance of 250.00 feet to a point, said point being 0.17 feet South and 0.18 feet West of a 1/2 inch iron pin found.
3. S 73°49'23" E a distance of 231.96 feet to a point, said point being on the West line of the Weisent Beardsley Plat No. 1 as recorded in Plat Volume 44, page 43, said point also being 0.20 feet West of a three-quarter inch iron pin found.

Thence southerly along the said West line of Weisent Beardsley Plat No. 1 S 1°12'05" E a distance of 762.54 feet to a point, said point being the Northeast corner of the John Mavar Plat No. 1 as recorded in Plat Volume 97, page 117, said point also being 0.16 feet North and 0.03 feet East of a three-quarter inch iron pin found.

Thence westerly along the said North line of the John Mavar Plat No. 1 S 88°24'10" W a distance of 249.02 feet to an iron pin set.

Thence southerly along the West line of said John Mavar Plat No. 1, the West right of way terminus of Ivy Lane (50 foot wide), the West line of R.J. Hildebrand Plat No. 1 as recorded in Plat Volume 99, page 184 and along lands now or formerly of Leonard Interchange, LLC as recorded in Deed OR6385, page 663 S 1°02'24" E a distance of 1212.44 feet to an iron pin set.

Thence westerly continuing along said lands of Leonard Interchange, LLC and the North line of lands now or formerly of Janet R. Garland as recorded in Deed Volume OR5483, page 1519 and the North line of lands now or formerly of Bruce E. Bocker as recorded in Deed Volume 1490, page 54 and the North line of W.J. Reese Plat No. 1 as recorded in Plat Volume 43, page 221 S 89°00'56" W a distance of 1594.40 feet to an iron pin set.

Thence northerly continuing along said W. J. Reese Plat No. 1 and the East line of lands now or formerly of Jennifer L. Kutsch as recorded in Deed Volume OR5773, page 2442 N 1°05'13" W a distance of 1089.15 feet to an iron pin set at an angle point, said iron pin being the Southeast corner of lands now or formerly of Denise Stewart as recorded in Deed Volume OR1789, page 39.

ATTACHMENT 1

Thence northerly along the East line of said Stewart lands, the East line of the replat of Hidden Meadows Plat No. 4 as recorded Plat Volume 85, page 224 and the East line of Hidden Meadows replat as recorded in Plat Volume 39, page 272 N 1°20'35" W a distance of 1114.23 feet to a 1/2 inch Iron pin found, said Iron pin being the Southwest corner of lands now or formerly of Christopher & Lani Hartman as recorded in Deed Volume OR6419, page 1830.

Thence easterly along the South line of said Hartman lands N 88°46'52" E a distance of 386.96 feet to a 5/8 inch Iron pin found at an angle point, said Iron pin being the Southwest corner of lands now or formerly of Robert H., Jr. & Ann E. Kurz as recorded in Deed Volume OR6058, page 2542.

Thence easterly along the South line of said Kurz lands N 89°48'52" E a distance of 45.75 feet to a 5/8 inch Iron pin found.

Thence northeasterly continuing along said Kurz lands N 29°50'00" E a distance of 578.02 feet to a 1/2 inch Iron pin found, said Iron pin being a South corner of Dean Hill Cemetery Plat No. 1 as recorded in Plat Volume 79, page 32.

Thence easterly along the South line of said Dean Hill Cemetery Plat No. 1 and the South line of aforementioned lands of the Township of Canfield S 60°25'00" E a distance of 149.76 feet to a 5/8 inch Iron pin found.

Thence northerly along the East line of said Township of Canfield lands N 29°35'16" E and passing over an Iron pin found capped No. 4616 at a distance of 235.00 feet, a total distance of 268.00 feet to the true place of beginning for the parcel herein described.

Containing 97.0732 acres of land within said bounds of which 0.6404 acres being contained within the Palmyra Road right of way as surveyed by Matthew A. Hart, PS No. 7447 of Advanced Land Measurement Inc. in March 2022 but subject to all legal highways and easements of record.

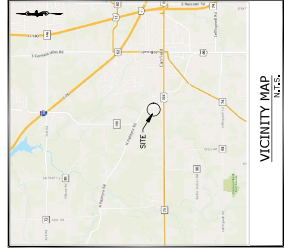
Basis of bearings for the above described parcel being the Ohio State Plane Coordinate System (NAD 83-Ohio North zone). All cited distances are ground.

All Iron pins set are 30 inch-long 5/8 inch rebar with identification cap labeled 7447.

Prior Deed of Record: OR 1468, Page 238.

Professional Surveyors

7097 Warren Sharon Road
Brookfield, Ohio 44403
Phone: (330) 448-6280 Fax: (330) 448-6281



CANFIELD CROSSING (RESIDENTIAL DEVELOPMENT) OFF-SITE FORCEMAIN AND WATERLINE (ALONG IVY LANE)



PROPOSED FORCEMAIN:
DIAMETER = 8-INCH PVC SDR 21
LENGTH = 1575'-LINEAR FEET

PROPOSED WATERLINE:
DIAMETER = 8-INCH C900 PVC DR18
LENGTH = 1310'-LINEAR FEET

Introduced by: _____

Motion No. _____

**MOTION TO AUTHORIZE
THE CITY MANAGER TO APPLY FOR
F-1 AND F-2 PERMITS AS APPLICABLE FROM
THE OHIO DEPARTMENT OF COMMERCE/
DIVISION OF LIQUOR CONTROL FOR
FAMILY FUN NIGHT ON AUGUST 18, 2022 AND
FALL FEST ON SEPTEMBER 24, 2022**

WHEREAS, the Council of the City of Canfield would like to conduct events on the Village Green from time to time where beer would be available for purchase; and

WHEREAS, Ohio law provides for the issuance of Temporary Permits for the sale of beer for such events, and

NOW THEREFORE, BE IT MOVED BY THE COUNCIL OF THE CITY OF CANFIELD;

Section 1. That the City Manager is hereby authorized to apply for an F-1 (Beer only) and F-2 (Beer & Spirituous liquor) as applicable Permits from the Ohio Department of Commerce/Division of Liquor Control for the Family Fun Night on August 18, 2022 and Fall Fest on September 24, 2022.

Section 2. That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ Day of _____ A.D., 2022.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MINUTES

CANFIELD CITY COUNCIL STRATEGIC PLANNING WORK SESSION MAY 11, 2022-6:00 P.M.

The meeting was called to order by John Morvay, President of Council, followed by the Pledge of Allegiance. The City Manager called the roll to which a quorum responded as follows: Mr. Morvay, Mr. Nacarato and Mr. Neff.

Absent: Mr. Dragish and Mr. Tieche.

MR. CALHOUN: Two weeks ago, April 27th, we had our first Strategic Planning Work Session. We went through the basics an overview of the previous Strategic Goals that we set in 2018 and then we basically prioritized our objectives on what we want to focus on, out of the Comprehensive Plan that was recently adopted by Council in January of 2021. The purpose of today's work session is now taking those objectives that we prioritized and setting goals both in the immediate short term and semi short term to accomplish the goals that we set forth for each of the objectives. I just wanted to go through a couple of introductory slides with the presentation and then we'll actually do the work session; which will be setting those goals. What I've given Council is an outline of what is currently 10 objectives focusing on certain areas out of the Comprehensive Plan. So, we can keep the 10. We can eliminate some, if you feel it's too much to try to tackle in the 3 to 5 year timeframe of the Strategic Plan. However, a lot of them, you'll see they're kind of crossover and complimentary of each other. What I've proposed or what I see as potential wording for our goals. But, again, Council can use those as reference, start discussion points, adopt them as is. It's really to start our conversations on what we're trying to accomplish in setting our goals for each of the objectives. Once we finish tonight's Strategic Work Session, we shouldn't need another work session. What I'll do is draft sort of a Strategic Plan that then gets a more formal feel to our goals and objectives and share that with Council, publish it on our website. That's what we'll use as our guiding document in the short term to accomplish short term goals of the Comprehensive Plan.

Attached is the Strategic Work Session Outline and the presentation presented by Mr. Calhoun.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL



CITY of CANFIELD

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668

Canfield.gov



2022 Strategic Planning Work Session

Canfield City Council

Wednesday May 11, 2022

Work session Outline

I. Setting Objectives & Goals:

Objective – The Village Green: Promote development of underutilized properties:

Goal #1 - Utilize budgeted funds to provide the Canfield CIC with program startup activities by the end of 2023.

Goal #2 - Engage with all property owners on Village Green for an interactive group focused on revitalizing downtown by the end of 2023.

Objective – The Village Green: Preserve and Promote Canfield's Historic Character

Goal #1 – Create and engage a Beautification Committee tasked with developing "Village Green Beautification" Standard and provide recommendations by middle of 2023. (SID Creation)

Objective – The Village Green: Institute Design Guidelines for Future Development

Goal #1 – Finalize Design Guidelines standards for Historic District and adopt new Historic District and Design Maps by the end of 2022.

Goal # 2 – Engage Design Review/Historic Committee with Beautification Committee to implement Village Green Beautification Standards and Plan by the end of 2023.

Objective - Corridor Analysis: Reconfigure traffic patterns on the eastern portion of US 224.

Goal #1 – Pursue option to provide a back-age road connecting Manor Hill Drive to Fairground Blvd. with a proposed solution and plan of action by end of 2023.



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Canfield.gov



Goal #2 – Pursue elimination of curb cuts on 224 with proposed solution and plan of action by end of 2024.

Objective – Corridor Analysis: Create a Sense of Place

Goal #1 – Engage in a wayfinding/branding campaign to brand Village Green and Canfield as a community by 2024.

Goal #2 – Coordinate and execute Better Block Event during the summer of 2023.

Objective – Land Use: Collaborate on School Facility Planning:

Goal # 1 - Actively engage in communications with School to assist in facility planning efforts through the end of the land swap agreement and beyond (June 2023).

Objective – Land Use: Prepare for Expansion

Goal #1 – Communicate and develop partnership with Canfield Township on an action plan and process guideline for annexation of properties for utilities by the end of 2023.

Goal #2 – Identify, prioritize and communicate with properties owners for potential development around the Village Green and along the Main St. Corridor and work with regional partners to attract development by the end of 2024.

Objective – Parks & Recreation: Upgrade Existing Park Amenities

Goal #1 – Apply for ODNR Grant for the purpose of pursuing Bike Playground for Fair Park and have solution proposed and installed by end of 2023.

Goal #2 – Connect Fair Park to MetroParks bike path in order to begin development of the Canfield Bike Loop by the end of 2024.



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Objective – Housing & Neighborhoods: Promote responsible residential growth patterns

Goal #1 – Transfer Red Gate Farm property to the Canfield CIC by end of 2022

Goal #2 – Pursue Development opportunities for Red Gate Farm and surrounding areas by extending Water and Sewer Utilities to Palmyra & Leffingwell for development of Red Gate Farm Property by end of 2024.

STRATEGIC PLANNING WORK SESSION # 2

Canfield City Council
May 11, 2022

The Strategic Planning Process

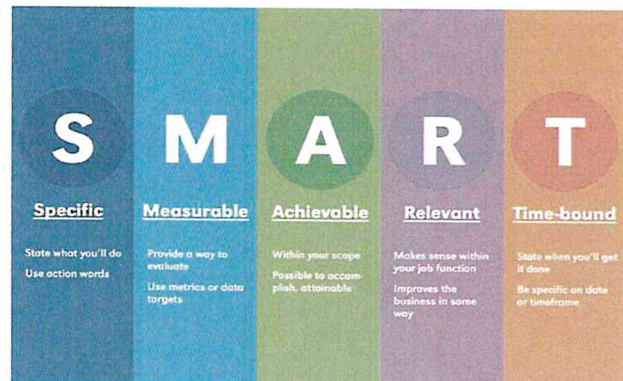
- Step One: Determine Strategic Position
- Step Two: Prioritize Objective
- ***Step Three: Develop the Plan***
- Step Four: Execute and Manage the Plan
- Step Five: Annually review and revise the Plan

Work Session # 1 Overview

- Review and Overview of 2018 Strategic Goals
- Discuss and prioritize objectives from Comprehensive Plan
 - *Strategic Plan Guidebook*
 - Utilize Community Improvement Corporation (CIC)
 - Village Green
 - Revitalize & Explore Development Incentives*
 - CIC utilization, other tools available?*
 - Compliance enforcement*
 - Design Standards*
 - Corridor Analysis – Main St. (Hillside to St. Rt. 11)
 - Land Use – Schools & Expansion of City
 - Parks & Recreation – Upgrading of Amenities – Connect to MetroParks
 - Housing & Neighborhoods – Growth Patterns & Development

Work Session # 1 Overview (cont'd)

- Determining our Position (SWOT Analysis)
 - *Identify (Opportunities & Challenges)*
 - *Insights (Feedback & Market Data)*
 - *Input (Strengths & Weaknesses)*
- Introduction to S.M.A.R.T Goals



SETTING OBJECTIVES & DEVELOPING S.M.A.R.T GOALS

PRIORITY #1: VILLAGE GREEN

- Objective #1 : Promote development of underutilized properties
 - Goal:
- Objective #2: Preserve and Promote Canfield's Historic Character
 - Goal:
- Objective #3: Institute Design Guidelines for Future Development
 - Goal:

PRIORITY #2: CORRIDOR ANALYSIS

- Objective #1 : Reconfigure traffic patterns on the eastern portion of US 224.
 - Goal:
- Objective #2: Create a Sense of Place
 - Goal:
- Objective #3: Institute Design Guidelines for Future Development
 - Goal:

PRIORITY #3: LAND USE

- Objective #1 : Collaborate on School Facility Planning.
 - Goal:
- Objective #2: Prepare for Expansion
 - Goal:

PRIORITY #4: HOUSING & NEIGHBORHOODS

- Objective #1 : Promote responsible residential growth patterns
 - Goal:

PRIORITY #5: PARKS & RECREATION

- Objective #1 : Upgrade Existing Park Amenities
 - Goal:

MINUTES

CANFIELD CITY COUNCIL **REGULAR MEETING** MAY 18, 2022-5:30 P.M.

The meeting was called to order by Mr. Nacarato, Acting President, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Nacarato and Mr. Neff.

Absent: Charles Tieche and John Morvay. *Note: Mr. Tieche entered the meeting at 6:00 P.M. via telephone.

Staff present: Charles Colucci, Chief of Police, Mike Cook, Zoning Inspector.

Absent: Christine Stack-Clayton, Finance Director and John Rapp, Public Works Superintendent.

Under **PRESENTATIONS & PROCLAMATIONS**, there were none.

Under **APPROVAL OF MINUTES**, the Minutes of the Strategic Planning Meeting on April 27, 2022 and the Regular Council Meeting on May 4, 2022 were approved as presented. The American Legion puts on their Memorial Day Ceremony every year on that Monday, Memorial Day.

Under **READING OF COMMUNICATIONS**:

MR. NEFF: I have none.

MR. DRAGISH: I have none.

MR. NACARATO: I have none.

MR. CALHOUN: City offices will be closed on Monday, May 30th in observance of the Memorial Day Holiday. The City will be participating in that; as we normally do.

Brush Pick-Up this week is in quadrant 2. If you don't know what quadrant 2 is, we have a map on the website, it's the southwest portion of the city, using 224 and 46 as our grid. Crews will finish up in quadrant 1 next week and that will be the end of our daily sweeps for the city for brush pick-up. However, if there are still piles that are placed out by residents, just call in and we'll send somebody out to pick it up.

MR. NEFF: Quadrant 1, since you gave us south west, is it north west?

MR. CALHOUN: No, quadrant 1 is south east. If you look at the map over on the wall of the city and picture it as a clock, going clockwise from 12, quadrant 4 is northwest. You're correct Council Member Neff, quadrant 2 is south east and quadrant 1 is north east. I'm confused myself. It's on the website. Please visit the website.

Under **REPORTS** of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.

MR. NEFF: I have no report.

MR. DRAGISH: I have the monthly statement to Council. Total collections \$197.01.

MR. NACARATO: Design Review hasn't met since our last meeting.

ZONING INSPECTOR: For the month of May, we issued 16 permits for a total valuation of \$466,664.00. The bulk of that was a permit on Lake Wobegon, they'll be building a new house and I talked to the woman who bought the lot next door for another new house going up. On the agenda tonight, we have a replat for 3 more lots and 2 are already sold. This month, so far, we've issued 19 violations for grass and 10 other violations for a total of 29 in a half a month. That's not good. I just want to remind people to cut their grass.

CHIEF OF POLICE: On that note, it's more expensive to cut grass now. Thirty dollars to fill a little can.

MR. NACARATO: I was as happy as can be, I just filled up for \$30.00; unfortunately, it was my riding tractor.

CHIEF OF POLICE: Good evening. Our school resource officers, Sroka, Zmuda and Garstka are winding down the school year. They attended prom, they've been to all the significant events. There was a field trip to Youngstown DeYor and the Mall for lunch and officer Zmuda accompanied them. He stayed with our students while they were at the DeYor and the mall. A trivia question, there was much debate over what the DeYor was called before it was renamed the DeYor. I totally forgot what it was.

COLLECTIVELY: Powers Auditorium.

CHIEF OF POLICE: You guys are sharp.

MR. DRAGISH: I had prom there.

MR. NACARATO: Edward and Alice Powers.

MR. NEFF: What was the theatre? Let's get really deep.

ATTY. FORTUNATO: Paramount.

CHIEF OF POLICE: School is winding down. Our officers will be at commencement. They'll be at all of the events that the seniors have. On May 2nd, our officers responded to Serenity Nail Salon in the Colonial

Plaza. There was a customer there that was not happy with her color. So, they redid it. She was still unhappy. She was starting to cause a scene. We got a couple phone calls as a result of the scene; it was pretty heated. She wanted to take their nail polish to where she used to go. They finally told her to just leave. She wouldn't pay. After we completed the investigation and we watch surveillance video. The suspect who would not pay. She actually claimed that she was assaulted by the technician at Serenity. Our detectives watched the video, they interviewed that called and I think it was determined that there was no assault, she was just unhappy with her nail product and she didn't want to pay. She has since been charged with disorderly conduct and criminal trespassing and was asked not to stay on the property. I report it because we did receive phone calls from people that were inside of Serenity Nails. She was charged. She thanked us. She calmed down a little bit. Also, we received a phone call of possible fraud. Puppies.com. A resident received an email from Puppies.com and ultimately gave a deposit to purchase a puppy. Then contact was lost. It turned out to be a fake account. Detectives through subpoena's and search warrants identified the person. They are actually from Michigan. There is no puppies for sale. It was a complete fraud. We'll be charging the person. It was good that we found the person that did it. A lot of times it's from overseas. We can't track them down and get any restitution. Puppies.com-be very careful.

ATTY. FORTUNATO: I have recently submitted some ordinances to staff. I think some of them have been provided to Council relative to various matters including amendments to the Charter. If you can get your feedback to Wade, particularly on the Charter Amendments. We'd like to pass those in June. They have to go to the Board of Elections early August. One other thing to report, the court has issued an opinion, granted a motion by the city, to dismiss the Alex Gordan case. Mr. Geordan sued the city and Chief Colucci individually, for defamation, tortious interference with economics, namely the loss of his job. As that issue was a matter of some debate over a course of a few weeks or months in this room, I think it's important to go on record with what that court did. The Magistrates opinion is subject to both appeal and objection. We expect it will be entered into a judgment by the Judge, without amendment for appeal. At this point, the Magistrate recommended the case be dismissed based on applicable law and the facts at hand and more as Chief Colucci was named individually in that case, some of the courts statements were very telling I believe. I'm just going to get those on record. The Court stated that Major Allen and Detective Murphy from the Mahoning County Sheriff's Office conducted the investigation and determined the Plaintiff, Mr. Geordan made false and misleading statements to the public and to investigators and included those findings in their report to the city. The Court stated that though the Plaintiff disagrees with the disputes the results of the independent investigation, Chief Colucci accurately reported the findings of the Mahoning County Sheriff's Office. Further, the Court stated the Plaintiff failed to assert any evidence establishing that the statements were even false, let alone reaching the required threshold of showing "actual malice"; that would required for a defamation claim. Then the court stated that further the Chief's role as Canfield's Police Chief, it is reasonable, if not required, for him to advise the public as to the result of the investigation. The Court said, the transparency in this investigation was paramount in maintaining the public trust. The Court also stated the even if the termination or resignation of plaintiff or even if the reporting of the investigation by Chief Colucci promoted the termination or resignation of plaintiff, the court finds that Chief Colucci was certainly justified in doing so. The investigation was of great public interest and reporting of its conclusions was within the purview of the Chief of Police and necessary for transparency and to uphold the public trust. Thus, Chief Colucci was justified in issuing a statement regarding the results of the investigation. Therefore, the defendant; which is the City of Canfield, and Chief Colucci's motion for summary Judgment on the claim of tortious interference and on the defamation claim, the court found the underlying claims against Defendant Colucci are without merit, there is not actionable vicarious liability claim can be asserted against the city. Therefore, the court finds the defendant (us) the city

Chief Colucci are entitled to judgment as a matter of law and that the case be dismissed. That's where that case is now. I talked to insurance council today to make sure that we can have this discussion in open meetings, rather than executive session. He was comfortable with that. I think it was important for me, as Law Director to make that a matter of record at council. I'm happy to answer any questions, now or in the future that you may have regarding that. That would conclude my report.

CLERK: Today, I sent this post card out and everyone should receive one. It directs residents to our website to view the Consumer Confidence Report; that we put out every year. If you would like a copy mailed to you, just contact our office. Along with the post card I also mailed this Lead Awareness Pamphlet. It's just information. Then we also have our Concerts on the Green schedule out.

MR. CALHOUN: I have Public Works Superintendent's report as well. Our Finance Director, Christine Clayton is currently at training for OML, financial officers training. She did not provide a report. The Public Works Report. As I mentioned where the crews are in zone 2. We won't go through again.

Public Works Report: Crews have been landscaping, mowing, weeding, maintaining city properties. We met with Rudzik Excavating, if anybody has driven west on 224, there are 2 rather large plats that are right in front of the Material Science Building. We called it a sink hole. It's not a sink hole, I don't want everyone to freak out. The one portion of the street started to cave in. We immediately put cold patch on it. It didn't last very long. We had crews dig up and put hot patch in. Rudzik came out, the next day and started evaluating what was going on. They placed the plates out there to stabilize the road. The plan is, they're going to move forward. They suspect that the sewer line trench has settled, so when we did the phase 1 of the Red Gate Sanitary Sewer Extension upsizing to an 18" sewer line. Basically, running that lane of 224, we believe some settling has occurred in that trench. There was a water break right outside Material Sciences. We don't know how that may have impacted it. As Rudzik's Excavating to explore and shore up the trench, we're going to go ahead and replace, there is an old 6" waterline that crosses the street there. We're going to replace that in conjunction; since they're going to have the street open. Today we talked about abandoning, there is a small section of 6" line with 4 or 5 service connections, that was never abandoned when we upgraded and put a 16" line going all the way west. As part of this, we're hopeful that we can go ahead and get those service connections on the 16" line that is currently on the north side of 224. We're going to be working in the street, now is a good time to do it. It will eliminate that whole small section of 6" waterline that is really just problems waiting to happen. Bradford Waterline Replacement began this Monday. We shut down half of Bradford Drive on Monday afternoon to install a new valve that is on the corner of Briarcliff and Bradford. That was done within a few hours. Tuesday and Wednesday, crews started laying the pipe and they were about 6 or 7 houses down in length. The project is going well. We're very satisfied with Kirila the selected contractor. Howells & Baird has an inspector on site providing John Rapp with daily detailed reports with activity and photo documentation.

As Patty mentioned the Lead and Copper communications are going out as far as our CCR Report. We're also required to do Lead & Copper sampling twice a year now. We have 40 samples that need to be collected per Ohio EPA Regulations. We have sampled 20 of those. We do 20 samples around the May/June timeframe. The next 20 will be in the early fall. So, we've sampled all 20 and they've all come back. Each one has been below any detection levels for lead, mostly for copper but no sample has come back above any action level. There are detectable limits in any contaminate that is shown in the CCR Report, specific to what we're required to do for Lead and Copper within our lines is test those samples on an annual basis to basically monitor and ensure, it's always those same samples, that there isn't increasing levels of lead or lead shows up somewhere in those annual samples. I think we had one last

year that was elevated. We resampled, went through the appropriate protocols and it did come back as a validated sample that was below the detectable limits. We're happy to report this year, those first 20 samples, none of them came in above any sort of action level. Crews are continuing to do the water meter replacement. I don't know exactly where they are but it's kind of done now in between the summer activities; which I mentioned the mowing, weeding, landscaping. We don't want to issue ourselves a citation from Mr. Mike Cook for not cutting our own grass.

ZONING INSPECTOR: I'll be right on top of it.

ATTY. FORTUNATO: We'll defend it vigorously.

MR. CALHOUN: **City Manager Report:** As far as my report, kind of Segway into that Lead and Copper Program. The Ohio EPA, through their H2 Ohio Lead Service Line Mapping and Inventory Grant Program offers up to \$50,000 in grant funds to public water systems. We applied for, back in April that program. We were just recently granted that award. The City will be receiving \$50,000 to actively map and inventory any lead service lines that exist in the city. That legislation, either a Motion or Resolution as required, for me to execute those contracts will be on the next agenda for the next council meeting. But as far as what the grant entailed, when we wrote it, again the meter replacement program that we're doing, we're going into every single house in the city over the next 24 to 36 months. While the crews are installing those meters, they are actually inventorying, documenting everything, potentially mapping service connections. As they're changing out a meter, they're looking at the internal plumbing that the house has. If it's copper, it's pretty safe to assume that there is not too much lead service line. If it's stainless steel or some other material that could potentially lead us to believe that there is a lead service line feeding the home, that will be all documented. It's almost kind of a dual project in conjunction with those meter replacements, we're performing the lead service mapping and inventory. It's essentially \$50,000 that is going to offset personnel costs within our water

Strategic Planning Work Session we had last week, session #2 where we went through our 10 objectives. Council gave feedback on at least one or two goals that we established for each of those objectives. I think it gives us our path forward over the next 3, 5 or 7 years. We can start working towards implementing some of the action items that we deemed as priorities coming out of the Comprehensive Plan. As I indicated to council that evening, we'll kind of formalize the Strategic Plan over the summer to make it that living breathing document as a result of the Comprehensive Planning Activities that we did in 2019, 2020 and finish up in 2021.

The cemetery clean project: We had a high school student, Sarah DeRosa doing the Veteran's cleaning of the headstones in the East Main Cemetery. She actually completed that project this past weekend. Almost completed, there are a couple taller headstones that I believe John has communicated that we will start to get up there with the ladder and get that solution on the higher areas on those tombstones. We don't want anybody climbing on ladders in the cemetery. Everybody is going to be excited to see the results, unfortunately it takes up to 10 to 12 months to fully clean the cemetery stones. The solution works its way into the headstone and slowly gets all that dirt and crime and age off of it. Hopefully, next year at this time, we'll be able to have the Memorial Day Ceremony with some really clean Veteran's gravestones.

Last Friday was the annual Rotary Civics Day. It was a great group of junior class participants of the social studies class, I believe, but I'm biased, our portion of Civics Day was probably the most fun for the kids. We had a really good active, engaged group. We had a couple of student citizens actually go to the

podium and legitimize complaints to the student council, who then engaged back. John Rapp wanted me to report, one of the budget adjustments that we proposed that evening was for the Public Works Department to buy a monster truck for snow plow activities and he wanted to report that we're actively moving forward to purchasing that monster truck. It was fun to get the kids engaged and sort of the process of our city council meeting.

CHIEF OF POLICE: What about the police fleet.

MR. CALHOUN: The police fleet, the finance report, we had additional income tax revenue, so in order to use that money appropriately, we're going to buy the monster truck and then the police fleet was going to be upgraded to Tesla Model X. That gives you an idea of what we had. Mark's report was pretty light hearted with some legislation with paying students for the days they are in school but deducting for the days they're not in school; which essentially is a net zero. It was a lot of fun and I think something that I think everybody participated in really enjoyed.

ATTY FORTUNATO: I think that's so important. I went in high school and it was part of the process in me deciding what I wanted to do with my life. I try to attend when I can. I think it's a valuable thing.

CHIEF OF POLICE: What about sharing the challenge of the monster truck and the Tesla's by Anthony Nacarato's son.

ATTY. FORTUNATO: Your son was good.

MR. CALHOUN: We actually had a council member Nacarato student who was actually a Nacarato.

CHIEF OF POLICE: He called us out on the Monster Truck.

MR. NACARATO: Somebody got to keep you guys in line.

MR. CALHOUN: It was a very real depiction, light-hearted but a very real depiction of exactly what we sort of go through twice a month, 12 months out of the year. That's all I have.

MR. NACARATO: As a side note, I know that the kids really enjoyed it.

Under PUBLIC QUESTIONS Regarding Reports:

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Those 10 objectives, is there any way they can be, for the next 3, 5, 7 years be posted somewhere, either on the bulletin board or in the Newsletter that you send out.

MR. CALHOUN: Once we have a formalized Strategic Plan that will be posted on the website, readily available for everyone to see.

KATHRYN YOUNG: Okay. The other question was, we had talked about an opt-out program for the water meters. Is there a procedure for that? Will you have that posted somewhere as well?

ATTY. FORTUNATO: I'm preparing legislation relative to that.

KATHRYN YOUNG: What does that mean? Is there an opt-out program?

ATTY. FORTUNATO: There will be. I'm preparing legislation. That will be a cost to the individual opting out.

KATHRYN YOUNG: Mr. Nacarato, I listened to last month's meeting and your son had ideas for the signs on the Green.

MR. NACARATO: Yes.

KATHRYN YOUNG: Is there anyway that either yourself or he can come to our parks meeting so we can get the ideas posted in there?

MR. NACARATO: I could make arrangements for that. It's a little harder for the Parks meeting because it's during the day.

KATHRYN YOUNG: If you have drawings or whatever you're thinking.

MR. NACARATO: He has the designs but I'll make sure that we get them over to you. I would like to have him present in front of the Parks Board.

KATHRYN YOUNG: Thank you.

MR. NACARATO: For those of you that may not know, my son is working on an Eagle Scout Project. His Eagle Scout Project is to replace the two signs on the south end of the Green, the one on Lisbon and the one on 224. The one on Lisbon is already down because of the condition of it. The one on 224 is right behind it. His Eagle Scout Project is to replace them. They will be very similar to what they are with the exception that they will be a little bit more permanent with brick work and everything on them and then have them lit, so that at night when you're traveling through the city you would actually be able to read the signs that are there. Other than that, they're not going to change too much. It will help us get a baseline on some of the things we want to do to make the signs entering into Canfield very similar looking.

KATHRYN YOUNG: I appreciate that Kathryn and I'll make sure, like I said, now that summer is coming up, he can come to a meeting during the day.

Under Recognition of Person Desiring to Appear Before Council:

MR. MICCHIA: Good evening. Frank Micchia, 220 Glenview. A long-shot won the Kentucky Derby. Speaking of long shots, the school bond levy; which council unanimously participated in by providing land at Red Gate turned out to be a long- shot, rejected 3 to 1. The school board horse is on the way to the glue factory. I presume each council person really wanted that issue to pass. There were issues that benefitted the city, that may have influenced council's support. 1. The City would gladly given up 100 acres of Red Gate; which has been sitting there for 20 years. 2. If the issue had passed, the city would justify spending over 2 million dollars to get water and sewer lines to Red Gate, since that was part of the deal. I want residents to realize that we would have to borrow this money. The school board borrowed \$107,000,000 to be paid back over 37 years is a long time. The ball is back in your court. Red

Gate still stands there. Canfield residents poured millions of dollars into it. What are you going to do? This year, I'm celebrating 10 years coming to City Council. I initially came here to discuss speeding on Glenview. Once again, I would like to announce that the Glenview Speedway is open for the season. 40 MPH is pretty common. Where did the police levies go? We need a creative solution to this problem. In conclusion, the thought for today: Good judgement comes from experience and a lot of that comes from bad judgement.

MR. NACARATO: Anyone else? Hearing none.

Under **OLD BUSINESS**, we have none.

Under **NEW BUSINESS**:

MR. CALHOUN: Council Member Nacarato. For the record, Council Member Tieche has joined the meeting via phone call to participate in legislation action.

ATTY. FORTUNATO: Just for the public's knowledge, Governor DeWine reinstated until the end of June the ability of public officials to attend meetings telephonically or via computer. They can participate and vote.

ITEM A: An Ordinance Approving the Replat of Canfield City Lots 6899, 6900 and 6901 and creating lots 6902 and 6903 by Charles Masters on Lake Wobegon Drive.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. Acting Chairman, I have an Ordinance Approving the Replat of Canfield City Lots 6899, 6900 and 6901 and creating lots 6902 and 6903 by Charles Masters on Lake Wobegon Drive. I move for passage.

MR. DRAGISH: Second.

MR. NACARATO: Wade do you want to give us a low-down on this?

MR. CALHOUN: The developer of Plat 10, Stonebridge Development, Charlie Masters is replatting specific lots named in the ordinance 6899, 6900 and 6901; which are the ones on the plat map in the packet that have been surveyed that are subject to this replat. As a result of platting those 3 lots, it's creating the two remaining lots which are the swats of land that are yet to be replatted in the future, or subdivided further in the future. So, by designating 3 new lots, it's creating two new lots as well that will be potentially further subdivided in the future. This Ordinance is replatting that Plat 10 which is that whole section on the newly created Lake Wobegon Drive and creating specific lots 6899, 6900 and 6901, 6902 and 6903. At the May 12th meeting of Planning & Zoning they recommended the approval of this replat and our City Engineering firm MS Consultants has certified the replat survey and are also recommending the replat as proposed. They have certified is correct as proposed.

MR. NACARATO: Any questions from Council? Hearing none. Any questions from the public? Hearing none.

ROLL CALL ON ORDINANCE:	4 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2022-30.

ITEM B: A Resolution Authorizing the City Manager to Apply for, Accept, and Enter into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canfield for Planning, Design and/or Construction of Wastewater Facilities; Namely the Red Gate Sanitary Sewer Phase2 and 3 Design Project, and Designating A Dedicated Repayment Source for the Loan and Declaring an Emergency.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Resolution and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Resolution and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. DRAGISH: Mr. Acting President, I have a Resolution Authorizing the City Manager to Apply for, Accept, and Enter into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canfield for Planning, Design and/or Construction of Wastewater Facilities; Namely the Red Gate Sanitary Sewer Phase 2 and 3 Design Project, and Designating A Dedicated Repayment Source for the Loan and Declaring an Emergency. I move for passage.

MR. NEFF: Second.

MR. CALHOUN: The City of Canfield has applied for the WPCLF Loan from Ohio EPA for the, as mentioned in the Ordinance the planning, design and or construction of wastewater facilities specifically for Red Gate Farm property. The loan is going to cover phase 2 and phase 3 of this project. As I mentioned during my report, phase 1 upsized the 18" line that runs from the bike trail to Hunter's Woods. Phase 2 and 3 will extend the sanitary sewer lines down S. Palmyra Road, all the way to the corner of Leffingwell and South Palmyra Road. Back in 2019, Phase 1 loan was applied for, approved and was designed, the design loan was rolled into the construction loan. The construction loan is now being repaid through out funding source; which is the wastewater fees that are on every residents water bill. This next loan will cover phase 2 and 3. As part of the loan application process, WPCLF requires the governing authority of the application to pass legislation to execute the appropriate agreements and designate the dedicated repayment source; which is what this Resolution does authorizing us to apply for, accept and enter into the appropriate agreements and then naming the dedicated repayment source for that loan.

MR. NACARATO: Any questions, Council?

MR. NEFF: Is there a favorable interest rate?

MR. CALHOUN: Zero.

MR. NEFF: That's pretty favorable.

MR. NACARATO: Any other questions council? Hearing none. Residents?

MR. MICCHIA: Good evening. Frank Micchia, 220 Glenview. Why doesn't the amount of the loan appear in this Resolution? How much is it?

MR. CALHOUN: The total loan is, this is for the Design Loan. The Construction Loan will not be entered into until the Design Loan has been completed. The Design will determine what the actual cost for Construction is going to be. The Design Loan for Phase 2 of Red Gate, the estimate is \$183,946.40. Phase 3, Design Loan, estimated to be \$120, 076.00.

ATTY. FORTUNATO: Roughly, \$240,000.

MR. MICCHIA: 180 AND 120 IS 300. That's just for Design?

MR. CALHOUN: Correct.

MR. MICCHIA: We're talking sewer line only, not water line?

MR. CALHOUN: Correct.

MR. MICCHIA: Do we have an estimate of what the sewer line actual construction is going to be?

MR. CALHOUN: That will be determined during the Design process.

MR. MICCHIA: So, we're not applying for a loan for the line, we're just applying for a loan for the Design?

MR. CALHOUN: Correct. This is specifically just for Design. The way the program works is you can use these funds to pay for the Design. You can then roll the Design costs into the Construction Loan for the construction costs.

MR. MICCHIA: The Construction Loan will be a different loan altogether?

MR. CALHOUN: It will all be combined because once you go from Design it gets rolled into Construction. It would be one big loan for essentially Phase 2 and Phase 3. So, two separate loans, Phase 2 and Phase 3.

MR. MICCHIA: What will those 2 loans total to be?

MR. CALHOUN: That will be determined during the Design process. We will enter into and apply for a construction loan at that period of time.

MR. MICCHIA: In the past a number of 2 million dollars has been tossed around. Is that realistic?

MR. CALHOUN: I can't accurately say that.

MR. MICCHIA: The water line will be additional?

MR. CALHOUN: Correct.

MR. MICCHIA: I guess my question is, why are we continuing to pour money down this rat hole. I don't believe we have anybody committing to go there.

MR. CALHOUN: So, your beliefs aren't the truth. The City of Canfield is investing in developable property south west of the City of Canfield for anticipated growth.

MR. MICCHIA: Canfield City is now becoming a developer?

ATTY. FORTUNATO: No.

MR. DRAGISH: No, not at all.

ATTY. FORTUNATO: We're taking steps necessary for development to occur. It doesn't make the City a developer. It makes the City smart.

MR. MICCHIA: You may be talking a fine line.

ATTY. FORTUNATO: We're not talking a fine line. The City is not a developer. The City is making development possible.

MR. MICCHIA: Do we have any firm commitments right now of anybody wanting to go out there and develop?

MR. CALHOUN: We don't discuss economic development type conversations in open session.

MR. MICCHIA: My opinion, we're throwing good money after bad money. I hope Council uses good judgement on not doing this.

MR. NACARATO: Anyone else?

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. The first phase, you have phase 2 and 3, that first phase is roughly what because you already have the figure for the Design for that part of the loan, is that \$200,000 as well?

MR. CALHOUN: I don't know what it is. So, Phase 1 was designed and constructed over the past 1 ½-2 years. I think we make the first payment on that loan this year. I can get that information to you. Christine probably has it but she's not here tonight.

KATHRYN YOUNG: The reason I'm asking that question is, because when we had that National Disaster 3 years ago is when we as a collective city, we said let's collect more money because we had weaknesses in our storm water. Is that correct? We're using that money that we're collecting from the people to pay off a loan for Red Gate. Once again, like Frank says, you're taking from the City through those taxes to pay for Red Gate, yet we haven't seen anything in 20 years. When Frank asked, I had that same question, why are we the general contractor?

ATTY. FORTUNATO: That would be wrong. We're not the general contractor. We're making development possible in an area of town where it's not possible now.

KATHRYN YOUNG: You're doing it on the backs of the citizens.

ATTY. FORTUNATO: What would you like us to do. Anything that occurs at Red Gate Farms there will be special assessment district and it will repay the city every penny its spending for whatever happens out there.

KATHRYN YOUNG: Does that mean we pay less taxes?

MR. CALHOUN: No. Enterprise Funds are not funded at all by taxes in any form or fashion, property tax or income tax. Those go to General Fund and Street CM&R Fund. Storm water fees are in a separate storm water fund. That money is designated specifically to storm water improvements. That Fund, that money is being utilized to improve storm water systems throughout the City of Canfield. Sanitary Sewer Funds; which is the sanitary sewer portion of your bill, paid in conjunction with the storm water fees and your water fees, is the only thing that can be used to fund sanitary sewer improvements.

ATTY. FORTUNATO: No storm water money.

KATHRYN YOUNG: it goes back to a water contract. Was that ever renegotiated for water payments.

MR. CALHOUN: That's completely unrelated. The water contract is for water service in the City of Canfield.

KATHRYN YOUNG: Our sanitary water is based on the water that we use.

MR. CALHOUN: Correct but it's a separate rate. The sanitary rate you pay has nothing to do with the water rate that is negotiated with the City of Youngstown. The sanitary rate comes from a calculation that gets sent to us from Mahoning County Engineer's which is where all of our sanitary water goes. They provide us a calculation of what we have to pay them to treat sanitary sewer water that we send to them to the waste water treatment plant in Mineral Ridge.

KATHRYN YOUNG: I thought the sanitary was based on the person.

MR. CALHOUN: Your consumption charge for your sanitary sewer because we don't need poop water is based on your water consumption. But that sanitary rate is separate and independent from any contract for water service with the City of Youngstown and separate and independent from storm water fees that are collected from citizens in the City of Canfield.

KATHRYN YOUNG: Is it based on a percentage?

MR. CALHOUN: Yes, it's a public document.

KATHRYN YOUNG: I'm just saying, it would be a percentage of the water that you use.

MR. CALHOUN: We pay a percentage of the amount of water that we're sending to the Mahoning County Engineer Treatment Facility. They give us a calculation of here is what you have to pay. We have to cover the costs to pay for the service and then we also have to cover the cost of the operation and maintenance of our sanitary sewer system lines that we own and operate. So, we're talking 3 Funds. There is the Water Fund that is funded by water user fees. There is the Storm Water Fund, that is funded by Storm Water User Fees. There is the Sanitary Sewer Fund that is funded by sanitary sewer service fees.

KATHRYN YOUNG: This loan is from Water Pollution Control is that just strictly sanitary?

MR. CALHOUN: Yes.

KATHRYN YOUNG: Okay, not storm?

MR. CALHOUN: No.

KATHRYN YOUNG: Okay.

MR. NACARATO: Anyone else? Hearing none.

2022

ROLL CALL ON RESOLUTION:

4 Votes-Yes
0 Votes-No
Resolution passes
Resolution 2022-04.

ITEM C: A Motion Authorizing the City Manager to Enter into an Amended Agreement on Behalf of the City of Canfield with Canfield Township and the Canfield Board of Education Regarding the Allocation of Costs Related to the Provision of School Resource Officers.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. DRAGISH: Second

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.

MR NEFF: Mr. Acting President, I have a Motion Authorizing the City Manager to Enter into an Amended Agreement on Behalf of the City of Canfield with Canfield Township and the Canfield Board of Education Regarding the Allocation of Costs Related to the Provision of School Resource Officers. I move for passage.

MR. DRAGISH: Second.

MR. CALHOUN: So, in 2018, the City of Canfield, Canfield Township and the Canfield Local School Board participated in a three-way agreement for the allocation of costs related to the school resource officer that is provided by the Canfield Police Department. Around the middle of 2020, Canfield Township raised concerns regarding the invoiced amount the city was sending them for the SRO Services. There was a disagreement on how the cost allocation was being calculated and owed by Canfield Township. Those sporadic discussions took place between 2020, 2021 and now early in 2022 both parties have reached a settlement agreement which is in the packet; which basically lies out the agreement of Canfield Township paying the outstanding balance owed and agreed upon of \$8,834.01 for the SRO services for the 3 years prior 2018-19, 2019-20, 2020-2021, 2021-22, sorry 4 years. Then year 5 of the current agreement, in order to not get in that same debate of how it's being calculated, we've designated that they will pay \$37, 794.23, so SRO Services

CHIEF OF POLICE: A third?

MR. CALHOUN: Yes, a third. In conjunction with this, Canfield Township has asked that we pass a first amendment which adds language to that cost allocation and amends the insurance amounts requirements for the City of Canfield and also allows Canfield Township the right to terminate the agreement providing 90 days written notice. What this Motion does is authorizes all of that to take place. The important thing to note is, essentially this agreement ends in August of 2023. Early in 2023 we will most likely be sitting down again for the annual 3-way conversations between Canfield Township, Canfield City and Canfield Schools to negotiate a new agreement. The letter that Atty. Fortunato has provided is a transmittal letter of our understanding of the agreement in stipulating that

the current agreement is not a starting point for the next agreement. We can start fresh and come up with what we believe should be an easier way to allocate costs. We've got a perfect model in place with the way we bill MCCTC for our SRO Services. It's literally, when they're there we bill them for it and they pay for the time the SRO is there. We're hopeful to be at that similar calculation but again, in any 3-way it gets complicated sometimes. In any 3-way agreement it gets complicated and we're hopeful that everybody can sit down and come up with a solution that will have an easier way to calculate. The one thing that I want to correct in the transmittal letter is the last sentence that talks about when it will commence, it actually calls out 2022-2023 contract year. We've corrected that since the transmittal letter was included in the packet. So, it will actually designate the new contract starting in 2023-2024 school year. This authorizes the settlement agreement that has been proposed as well as that first amendment that Canfield Township desires to be passed and stipulates that we're moving forward in the next contract negotiations with a clean slate.

ATTY. FORTUNATO: Another point of clarification, this is the same agreement that you've had in place, it's just clarifying a few things and resolving some payment questions. The time to ask the school board to contribute would be at the next agreement. I've heard that from time to time in this room and that's not for tonight. We're clarifying the agreement in terms of what the township is paying the city. If you want the school district to be responsible for some of the funding, the time to do that would be at the next agreement.

MR. NEFF: That would be 2023-2024?

ATTY. FORTUNATO: 2023.

MR. CALHOUN: Correct. In the agreement there are 2 SRO's. Right now, the current agreement is Canfield Local Schools funds 75% of the cost of 1 SRO for 9 out of the 12 months. The second SRO is then split between the city and Canfield Township. That is sort of the 3 parts of the agreement. Everybody is paying something. But again, we're always encouraged by the conversations where we can still recoup more, proportionate cost sharing to offset our costs and resources for the services that we deem necessary to Canfield Schools; which is providing security through police officers.

ATTY. FORTUNATO: To Wade's point, the school board already contributes a significant amount towards that first SRO. All of that is open for discussion in the 2023-2024 school year.

MR. NACARATO: Any questions Council? Hearing none. Citizens? Hearing none.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

Motion 2022-09

ITEM D: A Motion Changing the Dates of the Council Meetings for the Months of July and August, Pursuant to Section 3.09 of the Charter of the City of Canfield.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: Mr. President, I have a Motion changing the dates of the Council Meetings for the months of July and August, Pursuant to Section 3.09 of the Charter of the City of Canfield. I move for passage.

MR. NEFF: Second.

MR. NACARATO: Wade.

MR. CALHOUN: Every year, pursuant to Section 3.09 of the Charter, it allows regular meetings to be held twice a month of each calendar month, except for the months of July & August, where at Council's discretion we may dispense of one of those regular meetings and only hold one meeting in July and one meeting in August. This Motion sets the date of the authorized meetings one in July and one in August. Staff (Patty) is recommending that we hold those meetings on July 13th and August 24th. As long as there is no conflict, schedule, vacations, or anything that would prohibit us from having a quorum of Council on those days, we will proceed with setting the July and August meetings for those dates.

MR. NACARATO: Council any questions? Hearing none. Citizens, any questions? Hearing none.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

Motion 2022-10.

Under **Council Comments:**

MR. NEFF: I have none.

MR. DRAGISH: I have a few things. I understand that people come up here (Frank), I know that you like to come up here and shoot us down and put articles in the newspaper of shooting us down and talking about albatrosses. Obviously, if we didn't think the property was going to do anything we wouldn't be putting money into that piece of property. I think it's obvious. I think it's obvious to the citizens of Canfield. Not only that, you spoke last time about the schools and being so far away from town. I don't agree with that, being so far away from town, meaning new schools that would be built. Then I thought about it and I thought, this is coming from a gentleman that was complaining about the sound of the high school being so close. So, it being farther, it would be beneficial to you and you wouldn't have to hear the sound of the band. I just say to anybody that comes and speaks here, we like to hear it and I like to hear the comments of the people. Don't look at us as negative. I think if you look at it in a positive way, the way we're looking at it, trying to grow the city and put in the infrastructure to make the city a better place. That's what I have. I also agree, I don't agree with the time of the year with the speeders because just last week, somebody was pulled over, in the morning on the way to school, right in front of my house. So, they are out there patrolling. That's all I have.

MR. NACARATO: Going along with what the Mayor has said here, I think as a governing body we try to do what's best for the community as a whole. I look at it from the fact that, if we don't do something with Red Gate to develop it, eventually we in the City of Canfield, to maintain any of the type of services that we have, our income tax is going to go to 2, 3, 3 ½. We're going to be paying income tax that the City of Youngstown pays. I don't think any of us want that. Development and growth is the only way that we're going to be able to combat something like that. We have a fantastic school system, a fantastic police department. I just give you a tidbit. I had a problem, a business, within the Youngstown City Limits, that 911 was called 3 different times that evening and not one Youngstown Police Officer showed up. I know that if it was here in Canfield that I had that business and had any problem, it wouldn't have had to had 3 calls. I would have had 1 call and had a dozen cops there. In order to keep things like that in our community, we need growth, we need to have a bigger tax base. It's not gong to get any cheaper. That's the way we have to move forward. That's what Red Gate is. Now, it's taken 20 years to get to this point and it may take another 10 years to get to a finish line or at least see a finish line. That's what happens but without that type of growth, without growth, we're going to really have bigger problems in the long run. To you Mayor, I agree with you. Let's look at the positive of it. Let's focus on positive thinking towards what we do up here and not so much worry about the negative side. There is always going to be that but that's the only way to move forward. With that, I move for adjournment and I thank you all for joining us.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL